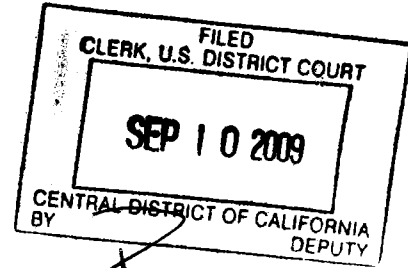


JS-6



**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JAIME CASTRO and REYES
ALVAREZ as individuals and on behalf
of all other similarly situated,

Plaintiffs,

vs.

UPS GROUND FREIGHT, INC., a
corporation; UNITED PARCEL
SERVICE, INC., a corporation;
OVERNITE CORP., a corporation; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CV 08-4898 ODW (CWx)

**[REDACTED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; FINAL
JUDGMENT**

Judge: Hon. Otis D. Wright II
Ctrm.: 11
Date: September 10, 2009
Time: 2:00 p.m.

1 On September 10, 2009, the Court received Plaintiffs Jaime Castro and
2 Reyes Alvarez and Defendants United Parcel Service, Inc., UPS Ground Freight,
3 Inc., and Overnight Corporation's Joint Motion for Final Approval of Class Action
4 Settlement ("Joint Motion"). Peter M. Hart of the Law Offices of Peter M. Hart,
5 Larry W. Lee of Diversity Law Group, Kenneth H. Yoon of the Law Offices of
6 Kenneth H. Yoon, and Eric S. Honig of the Law Offices of Eric Honig appeared for
7 Plaintiffs. Jennifer S. Baldocchi of Paul, Hastings, Janofsky & Walker LLP
8 appeared for Defendants.

9
10 Having read and considered the papers on the motion, the arguments of
11 counsel, and the law, and good cause appearing therefore, the Court hereby grants
12 the Joint Motion in its entirety ("Final Order") and specifically finds:

13
14 1. The proposed classes ("Classes"), identified in the Court's April 3,
15 2009 Order granting preliminary approval of this class action settlement
16 ("Preliminary Approval Order") and incorporated herein by reference, satisfy the
17 requirements of a settlement class because the class members are readily
18 ascertainable and a well-defined community of interest exists in the questions of
19 law and fact affecting the parties.

20
21 2. The parties have complied with the distribution of the notice in the
22 manner and form set forth in the Preliminary Approval Order.

23
24 3. Such notice is the best practicable notice under the circumstances, and
25 constitutes due and sufficient notice to all persons entitled thereto.

26
27 4. The procedures required by the Preliminary Approval Order have been
28 carried out and satisfy due process requirements such that all absent class members

1 have been given the opportunity to participate fully in the claims exclusion and the
2 approval process.

3 ~~\$1,950,000~~ # 752,954.80
4 5. The award of ~~\$1,950,000~~ in attorneys' fees and \$20,000 in costs is fair
5 and reasonable in this case and shall be paid in accordance with the parties'
6 Settlement.

7 6. The enhancement of \$40,000 to Representative Plaintiffs Jaime Castro
8 and Reyes Alvarez (\$20,000 each) is fair and reasonable and shall be paid pursuant
9 to the parties' Settlement.

10 7. The payment of \$42,500 will fairly and reasonably cover the
11 administrative costs and shall be paid to the Claims Administrator by Defendants,
12 pursuant to the parties' Settlement.

13 8. The payment of \$35,000 to the California Labor and Workforce
14 Development Agency for its share of the settlement and civil penalties pursuant to
15 the Private Attorney General Act is fair and reasonable and shall be paid pursuant
16 to the parties' Settlement.

17 9. There were no objections to the Settlement in response to the notice.

18 10. The Court grants final approval of the Settlement between the parties.
19 The Court finds that the Settlement is fair, just, reasonable, and adequate to the
20 Classes when balanced against the probable outcome of extensive and costly
21 litigation. Substantial informal discovery, investigation, and research have been
22 conducted such that counsel for the parties at this time are reasonably able to
23 evaluate their respective positions. It appears to the Court that settlement will avoid
24 substantial additional costs by all parties, as well as the delay and risk that would be
25 presented by further prosecution of this action. The Court finds that the settlement
26
27
28

1 that has been reached as the result of intensive, noncollusive, arms-length
2 negotiations, and the exchange of information and documents. Payment to those
3 class members who timely filed claims shall be made in accordance with the terms
4 of the Settlement. The Court directs the parties to effectuate the Settlement
5 according to its terms.

6
7 11. The Classes are bound by the release and waiver listed in the
8 Settlement, including, without limitation, Section III(H), and this Final Order,
9 which Final Order shall have the force and effect of res judicata as to each of them.

10 12. The Settlement is not an admission by Defendants nor is this Final
11 Order a finding of the validity of any claim in the lawsuit or any wrongdoing by
12 Defendants. Furthermore, the Settlement will not be (i) construed as, offered or
13 admitted in evidence as, received as, or deemed to be evidence for any purpose
14 adverse to Defendants, including, but not limited to, evidence of a presumption,
15 concession, indication or admission by Defendants of any liability, fault,
16 wrongdoing, omission, concession or damage; nor (ii) disclosed, referred to or
17 offered in evidence against Defendants, in any further proceeding in the lawsuit, or
18 any other civil, criminal or administrative action or proceeding except for purposes
19 of effecting the Settlement. However, the Settlement may be admitted in evidence
20 and otherwise used in any of and all proceedings to enforce any or all terms of the
21 Settlement, or in defense of any claims released or barred by the Settlement.
22

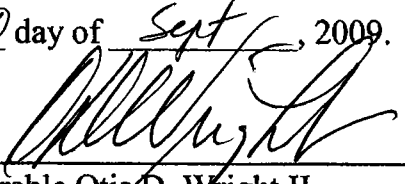
23 13. In accordance with the terms of the Settlement, the claims covered by
24 the Settlement shall and hereby are dismissed on the merits with prejudice as to the
25 Representative Plaintiffs and all class members except those who filed timely
26 requests for exclusion. Without affecting the finality of this Final Order and
27 Judgment, the Court reserves continuing and exclusive jurisdiction of the parties to
28

1 the Settlement to administer, supervise, construe and enforce the Settlement in
2 accordance with its terms for the mutual benefits of the parties.

3
4 THEREFORE, the Court, in the interests of justice, there being no reason for
5 delay, expressly directs the Clerk of the Court to enter Final Order and Judgment as
6 set forth above, and hereby decrees, that upon entry, it be deemed a final judgment
7 as to all claims by the Representative Plaintiffs against Defendants on behalf of
8 themselves and the Classes as defined herein by reference.

9
10 **IT IS SO ORDERED**, this 10 day of Sept, 2009.

11
12 Dated: _____


13 Honorable Otis D. Wright II
14 District Judge of the United States District Court

15 Respectfully submitted,

16 DATED: August 20, 2009

PETER M. HART
LAW OFFICES OF PETER M. HART

18 By: _____ /s/
19 Peter M. Hart

20 Attorneys for Individual and Representative
21 Plaintiffs Jaime Castro and Reyes Alvarez

22 DATED: August 20, 2009

JENNIFER S. BALDOCCHI
PAUL, HASTINGS, JANOFSKY & WALKER LLP

24 By: _____ /s/
25 Jennifer S. Baldocchi

26 Attorneys for Defendants
27 UNITED PARCEL SERVICE, INC., UPS
28 GROUND FREIGHT, INC., and OVERNITE
CORPORATION